



1           3.       Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendants  
2 (collectively the “Parties”) to provide notification services in the *Karrie Ackley, et al. v. Marathon*  
3 *Cheese Corporation* Settlement (“Settlement”). Duties included: a) preparing, printing and  
4 mailing of the *Notice of Class and Collective Action and Proposed Settlement and Consent to Join*  
5 *Form* (collectively known as the “FLSA Class Notice”); b) preparing, printing and mailing of the  
6 *Notice of Class and Collective Action and Proposed Settlement and Consent to Join Form*  
7 (collectively known as the “WWPCL and FLSA Class Notice”); c) receiving and reviewing  
8 Consent to Join Forms; d) tracking of exclusions and objections; e) drafting and mailing  
9 Settlement Award checks; and f) for such other tasks as the Parties mutually agree or the Court  
10 orders Rust to perform.

11           4.       Rust obtained a mailing address of Ackley v Marathon Cheese Corporation, c/o  
12 Rust Consulting, Inc. – 8759, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive Consent  
13 to Join Forms, exclusions, objections, undeliverable Class Notices and other communications  
14 regarding the Settlement.

15           5.       Rust obtained a facsimile number of (248) 733-6466 for receiving communications  
16 about the Settlement. The facsimile number was included in the Class Notice.

17           6.       Rust obtained an email address of notice@MCCsettlement.com for receiving  
18 communications about the Settlement. The email address was included in the Class Notice.

19           7.       On or about September 5, 2024, Rust received text for the FLSA Class Notice and  
20 WWPCL and FLSA Class Notice from Counsel. A draft of the formatted Class Notices was  
21 prepared by Rust and approved by the Parties. Attached as Exhibit A is a copy of the final Class  
22 Notices.

23           8.       On or about September 6, 2024, Counsel for the Defendants provided Rust with a  
24 mailing list containing Class Member’s names, last known addresses, Social Security Numbers  
25 and applicable employment information (“Class List”). The Class List contained data for 4,106  
26 potential Class Members.

27           9.       The mailing addresses contained in the Class List were processed and updated  
28 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal

1 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In  
2 the event that any individual had filed a U.S. Postal Service change of address request, the address  
3 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

4 10. On September 16, 2024, 19 CAFA Notices were mailed via USPS Priority mail to  
5 Attorneys General in the States of CA, CT, FL, GA, ID, KS, MI, MN, NE, NM, OK, SC, TN, TX,  
6 UT, VA, WA, WI and the Commonwealth of Puerto Rico. Three (3) CAFA Notices were sent via  
7 email for the States of IL, ND and NY per Attorney General request. On November 26, 2024, one  
8 (1) CAFA Notice was sent to the U.S. Attorney General.

9 11. On September 20, 2024, FLSA Class Notices were mailed to 1,536 FLSA Class  
10 Members, and WWPCL and FLSA Class Notices were mailed to 2,570 WWPCL and FLSA Class  
11 Members contained in the Class List via First Class mail. Both Class Notices advised Class  
12 Members that they could submit a Consent to Join Form to be included in the FLSA Class or an  
13 objection, postmarked by November 4, 2024. In addition, the WWPCL and FLSA Class Notice  
14 advised that Class Members could submit an exclusion from the WWPCL class postmarked by  
15 November 4, 2024.

16 12. Rust performed 337 address traces on Class Notices returned as undeliverable for  
17 the first time as of November 4, 2024. The address trace utilizes the Class Member's name,  
18 previous address and Social Security Number for locating a current address. Of the 337 traces  
19 performed, 268 more current addresses were obtained and Class Notices were promptly re-mailed  
20 to those Class Members via First Class mail. Of the 337 traces performed, Rust did not obtain  
21 updated addresses for 69 undeliverable Class Notices. Of the 268 Class Notices mailed to a more  
22 current address identified from trace, 56 Class Notices were returned to Rust as undeliverable a  
23 second time. As of this date, 125 Class Notices remain undeliverable.

24 13. As of this date, eight (8) Class Notices were returned by the Post Office with  
25 forwarding addresses attached as of November 4, 2024. Rust promptly re-mailed Class Notices to  
26 those Class Members via First Class mail.

27 14. As of this date, Rust received 704 Consent to Join Forms.  
28

DECLARATION OF JENNIFER MILLS FOR RUST CONSULTING, INC.

1 i. Of the 704 Consent to Join Forms received, 490 were received from those  
2 included in the WWPCL and FLSA Class, and 214 were received from  
3 those included in the FLSA Class. Of the 704 Consent to Join Forms  
4 received, 671 were submitted with a postmark on or before November 4,  
5 2024.

6 ii. Of the 704 Consent to Join Forms received, 33 were submitted with a  
7 postmark after November 4, 2024. Of the Claim Forms received after  
8 November 4, 2024, 33 were accepted by the Parties.

9 15. As of this date, Rust received ten (10) exclusions with a postmark on or before  
10 November 4, 2024.

11 16. As of this date, Rust received zero (0) objections.

12 17. The total cost for the administration of this Settlement, including fees incurred and  
13 future costs for completion of the administration is estimated to be \$25,505.00.

14 18. I declare under penalty of perjury that the above is true and correct to the best of  
15 my knowledge and that this Declaration was executed this 4<sup>th</sup> day of December 2024, at  
16 Minneapolis, MN.

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19 JENNIFER MILLS  
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# Exhibit A

ACKLEY V MARATHON CHEESE CORPORATION  
C/O RUST CONSULTING, INC. - 8759  
PO BOX 2396  
FARIBAULT, MN 55021-9096

FOR OFFICIAL USE ONLY

01

**IMPORTANT LEGAL MATERIALS**

- UAA - &lt;&lt;SequenceNo&gt;&gt;

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Claimant ID #: &lt;&lt;barcode39&gt;&gt;

<<Name1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<Address3>>  
<<City>> <<State>> <<Zip10>>  
<<CountryName>>

**CONSENT TO JOIN FORM****CONSENT TO JOIN FORM**

In

*Karrie Ackley, et al. v. Marathon Cheese Corporation*  
Case No. 3:22-cv-00232 (W.D. Wis.)

Pursuant to 29 U.S.C. § 216(b), I hereby consent to make a claim against Marathon Cheese Corporation (simply "MCC") for overtime wages owed and/or for any other claim for wages brought in this action against MCC. I hereby authorize the filing and prosecution of this Fair Labor Standards Act action in my name and on my behalf and designate Karrie Ackley as class representative to make decisions on my behalf concerning this litigation, the method and manner of conducting this litigation, the entering of an agreement with Class Counsel concerning attorneys' fees and costs, and all other matters pertaining to this Lawsuit.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE PRINT THE FOLLOWING FIELDS CLEARLY

Name (First, Middle, Last): \_\_\_\_\_

Street/P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

**RETURN THIS FORM BY NOVEMBER 29, 2024 TO:**

Ackley v Marathon Cheese Corporation  
c/o Rust Consulting, Inc. - 8759  
PO Box 2396  
Faribault, MN 55021-9096  
Email: notice@MCCsettlement.com  
Fax: (248) 733-6466



\* 8 7 5 9 \*



\* C F \*



**NOTICE OF CLASS AND COLLECTIVE ACTION AND PROPOSED SETTLEMENT**

If you worked as an hourly-paid production employee for Marathon Cheese Corporation between April 26, 2019, and April 26, 2022, you may be entitled to benefits under this settlement.

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

*This is not a solicitation from a lawyer. A Federal Court has authorized this Notice.*

- Karrie Ackley (the “Named Plaintiff”) sued Marathon Cheese Corporation (“MCC”) in the United States District Court for the Western District of Wisconsin alleging violations of the Fair Labor Standards Act (“FLSA”) and Wisconsin Wage Payment and Collection Laws (“WWPCL”), captioned *Karrie Ackley v. Marathon Cheese Corporation*, Case No. 22-cv-00232 (the “Lawsuit”).
- In the Lawsuit, Named Plaintiff alleged on behalf of herself and others similarly situated that MCC violated the FLSA and WWPCL by rounding time clock punches to the detriment of employees and failing to pay employees for time spent donning (putting on) and doffing (taking off) protective gear.
- MCC denied the allegations but, to avoid the costs, delays, and risks of time-consuming litigation, entered into a Settlement Agreement and Release (the “Agreement”) with the Named Plaintiff. The Agreement is a compromise.
- For settlement purposes, the Court certified the Lawsuit as a collective action and class action as follows:  
FLSA Collective: All individuals who worked as hourly-paid production employees at MCC between April 26, 2019, and April 26, 2022, as identified in Exhibit A to the Agreement.  
WWPCL Class: All individuals who worked as hourly-paid production employees at MCC in Wisconsin between April 26, 2020, and April 26, 2022, as identified in Exhibit A to the Agreement.
- **YOU ARE RECEIVING THIS NOTICE BECAUSE MCC’S RECORDS IDENTIFY YOU AS A POTENTIAL MEMBER OF THE FLSA COLLECTIVE. BECAUSE YOU ARE/WERE NOT EMPLOYED BY MCC IN WISCONSIN, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE WWPCL CLASS. ACCORDINGLY, THE ONLY WAY TO PARTICIPATE IN THE LAWSUIT AND POTENTIALLY RECEIVE A SHARE OF THE MONIES SET ASIDE TO RESOLVE THIS LAWSUIT IS TO TAKE ACTION NOW.**
- While the Court has not made a final determination on the outcome of the Lawsuit, it has preliminarily approved the Agreement and authorized this Notice.
- This Notice is to inform you about the status of the Lawsuit, including your potential right to receive a share of the monies set aside by MCC to resolve the Lawsuit (the “Settlement Fund”).

**YOUR LEGAL RIGHTS ARE AFFECTED, AND YOU HAVE A CHOICE TO MAKE NOW.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the FLSA Collective	<p>If you wish to participate in the FLSA Collective and potentially receive a share of the monies set aside by MCC to resolve the Lawsuit, you must sign and date the enclosed “Consent to Join” form and return it to the Settlement Administrator at:</p> <p style="text-align: center;"><b>Ackley v Marathon Cheese Corporation</b> <b>c/o Rust Consulting, Inc. - 8759</b> <b>PO Box 2396</b> <b>Faribault, MN 55021-9096</b> <b>Email: <a href="mailto:notice@MCCsettlement.com">notice@MCCsettlement.com</a></b> <b>Fax: (248) 733-6466</b></p> <p>by <b>November 29, 2024</b>. If you participate in the FLSA Collective, you will receive at least \$&lt;&lt;FLSA award&gt;&gt;.</p> <p>Participation in the FLSA Collective will release all federal wage and hour claims (including claims under the FLSA) relating to or arising from the facts and claims alleged in the Lawsuit.</p>

<b>Object</b>	<p>If you choose to participate in the FLSA Collective, you may object to the terms of the Agreement. You must file any objection to the Settlement with the Western District of Wisconsin Clerk of Court, 120 North Henry Street, Madison, Wisconsin 53703, on or before <b>November 29, 2024</b>.</p> <p>The objection must state: (i) your full name, address, and telephone number; (ii) a written statement of all grounds for the objection, including any legal support for the objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) a list of all persons who will be called to testify in support of the objection; and (v) a statement whether you intend to appear at the Fairness Hearing. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. You will be responsible for your own attorneys' fees and costs.</p> <p>If you do not timely file your objection in this manner, you will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Agreement.</p>
<b>Do Nothing</b>	If you qualify as a member of the FLSA Collective, but you take no further action, you will not be a member of the FLSA Collective, you will not receive an FLSA settlement payment, and you will not be bound by the Agreement.

## 1. Payments Under the Settlement

To settle this lawsuit, MCC created a Settlement Fund totaling \$950,000 for payment: to individuals who participate in the Lawsuit, of a Service Award to Named Plaintiff, and of attorneys' fees and costs to Class Counsel.

### Payments to Participants

Of the total Settlement Fund, a minimum of \$613,333.33 is allocated for payments to the WWPCCL Class and FLSA Collective. This amount was determined by calculating the alleged monetary payments owed to eligible participants, based upon documentation provided by MCC and an approved and agreed-upon methodology by the parties, and then reducing said amounts commensurate with the anticipated level of risk for continued litigation. **If you participate in the FLSA Collective, you will recover at least \$<<FLSAaward>>. If you do not participate, you will not receive a payment.**

### Service Award

Class Counsel is proposing that class representative Karrie Ackley receive a \$20,000 award in recognition of her efforts in bringing and pursuing the Lawsuit. This award is in addition to the amount that Ackley will receive as part of her pro rata share of the settlement. The request is subject to court approval. Any reduction in the award will be distributed to the WWPCCL Class and FLSA Collective based on each member's pro rata share.

### Payment of Attorneys' Fees and Costs

Class Counsel is requesting \$316,666.67 in attorneys' fees and costs, and that request is subject to court approval. If the court grants counsel's request, that will not affect your settlement share identified above. But any reduction in the award will be distributed to the WWPCCL Class and FLSA Collective based on each member's pro rata share.

## 2. Class Counsel

The Court appointed the following lawyers as Class Counsel to represent the FLSA Collective and WWPCCL Class:

Attorney James Walcheske  
Walcheske & Luzi, LLC  
235 N. Executive Drive, Suite 240  
Brookfield, Wisconsin 53005  
Telephone: (262) 780-1953  
Email: classaction@walcheskeluzi.com

Please direct any questions you have about the Lawsuit, the Agreement, and/or your rights and options under the Agreement to Class Counsel. You have the right to contact Class Counsel to request a copy of the Agreement. **Do not contact the Court.**

## 3. Fairness Hearing

A hearing will be held before the Honorable James D. Peterson, United States District Court for the Western District of Wisconsin, 120 North Henry Street, Courtroom 260, Madison, Wisconsin 53703, on January 17, 2025, at 2:00 PM. The purpose of the hearing is for the Court to decide whether the proposed Agreement is fair, reasonable, and adequate and should be approved, and to approve the service award to Named Plaintiff and attorneys' fees and costs to Class Counsel. The location, time, and date of this hearing may be changed without further notice.

## 4. Further Information

For additional information you may contact Class Counsel. See contact info in Section 2, above.

**NO INQUIRIES SHOULD BE DIRECTED TO THE COURT**



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C/O RUST CONSULTING, INC. - 8759  
PO BOX 2396  
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01

**IMPORTANT LEGAL MATERIALS**

- UAA - &lt;&lt;SequenceNo&gt;&gt;

Page 1 of 1

Claimant ID #: &lt;&lt;barcode39&gt;&gt;

<<Name1>>  
<<Name2>>  
<<Name3>>  
<<Name4>>  
<<Address1>>  
<<Address2>>  
<<Address3>>  
<<City>> <<State>> <<Zip10>>  
<<CountryName>>

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Signature: \_\_\_\_\_ Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE PRINT THE FOLLOWING FIELDS CLEARLY

Name (First, Middle, Last): \_\_\_\_\_

Street/P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

**RETURN THIS FORM BY NOVEMBER 4, 2024 TO:**

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c/o Rust Consulting, Inc. - 8759  
PO Box 2396  
Faribault, MN 55021-9096  
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\* 8 7 5 9 \*



\* C F \*



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- MCC denied the allegations but, to avoid the costs, delays, and risks of time-consuming litigation, entered into a Settlement Agreement and Release (the “Agreement”) with the Named Plaintiff. The Agreement is a compromise.
- For settlement purposes, the Court certified the Lawsuit as a collective action and class action as follows:  
FLSA Collective: All individuals who worked as hourly-paid production employees at MCC between April 26, 2019, and April 26, 2022, as identified in Exhibit A to the Agreement.  
WWPCL Class: All individuals who worked as hourly-paid production employees at MCC in Wisconsin between April 26, 2020, and April 26, 2022, as identified in Exhibit A to the Agreement.
- While the Court has not made a final determination on the outcome of the Lawsuit, it has preliminarily approved the Agreement and authorized this Notice.
- This Notice is to inform you about the status of the Lawsuit, including your potential right to receive a share of the monies set aside by MCC to resolve the Lawsuit (the “Settlement Fund”).

**YOUR LEGAL RIGHTS ARE AFFECTED, AND YOU HAVE A CHOICE TO MAKE NOW.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Participate in the WWPCL Class</b>	<p>You are receiving this notice because MCC’s records identify you as a member of the WWPCL Class. If you wish to remain a member of the WWPCL Class, you do not have to do anything. <b>If you participate in the WWPCL Class, you will receive at least \$&lt;&lt;WWPCL award&gt;&gt;.</b></p> <p>Your participation in the WWPCL Class will release all state law wage and hour claims (including claims under the WWPCL) relating to or arising from the facts and claims alleged in the Lawsuit.</p>
<b>Exclude yourself from the WWPCL Class</b>	<p>If you do not want to participate in the WWPCL Class, you must submit a “Request to Exclude” and return it to the Settlement Administrator at:</p> <p style="text-align: center;"><b>Ackley v Marathon Cheese Corporation</b>  <b>c/o Rust Consulting, Inc. - 8759</b>  <b>PO Box 2396</b>  <b>Faribault, MN 55021-9096</b>  <b>Email: notice@MCCsettlement.com</b>  <b>Fax: (248) 733-6466</b></p> <p>by <b>November 4, 2024.</b></p> <p>To be effective, your “Request to Exclude” must state your: (i) full name, address, and telephone number; (ii) dates of employment at MCC and job title(s); and (iii) desire to be excluded from the settlement in <i>Karrie Ackley v. Marathon Cheese Corporation</i>, W.D. Wis. Case No. 22-cv-00232.</p> <p>If you exclude yourself from the WWPCL Class, you will not receive any funds under the Agreement, but you will not waive any wage-related claims against MCC and will retain your right to file your own lawsuit under the WWPCL against MCC, subject to the applicable statute of limitations.</p>

<b>Participate in the FLSA Collective</b>	<p>If you wish to participate in the FLSA Collective, you must sign and date the enclosed “Consent to Join” form and return it to the Settlement Administrator at:</p> <p style="text-align: center;"><b>Ackley v Marathon Cheese Corporation</b>  <b>c/o Rust Consulting, Inc. - 8759</b>  <b>PO Box 2396</b>  <b>Faribault, MN 55021-9096</b>  <b>Email: notice@MCCsettlement.com</b>  <b>Fax: (248) 733-6466</b></p> <p>by <b>November 4, 2024</b>. If you timely complete and return the “Consent to Join” form, you will receive at least \$&lt;&lt;FLSAaward&gt;&gt;.</p> <p>Participation in the FLSA Collective will release all federal wage and hour claims (including claims under the FLSA) relating to or arising from the facts and claims alleged in the Lawsuit.</p>
<b>Object</b>	<p>If you do not opt-out of the settlement, you may object to the terms of the Agreement. You must file any objection to the Settlement with the Western District of Wisconsin Clerk of Court, 120 North Henry Street, Madison, Wisconsin 53703, on or before <b>November 4, 2024</b>.</p> <p>The objection must state: (i) your full name, address, and telephone number; (ii) a written statement of all grounds for the objection, including any legal support for the objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) a list of all persons who will be called to testify in support of the objection; and (v) a statement whether you intend to appear at the Fairness Hearing. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. You will be responsible for your own attorneys’ fees and costs.</p> <p>If you do not timely file your objection in this manner, you will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Agreement.</p>

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### Service Award

Class Counsel is proposing that class representative Karrie Ackley receive a \$20,000 award in recognition of her efforts in bringing and pursuing the Lawsuit. This award is in addition to the amount that Ackley will receive as part of her pro rata share of the settlement. The request is subject to court approval. Any reduction in the award will be distributed to the WWPCL Class and FLSA Collective based on each member’s pro rata share.

### Payment of Attorneys’ Fees and Costs

Class Counsel is requesting \$316,666.67 in attorneys’ fees and costs, and that request is subject to court approval. If the court grants counsel’s request, that will not affect your settlement share identified above. But any reduction in the award will be distributed to the WWPCL Class and FLSA Collective based on each member’s pro rata share.

## 2. Class Counsel

The Court appointed the following lawyers as Class Counsel to represent the FLSA Collective and WWPCL Class:

Attorney James Walcheske  
Walcheske & Luzi, LLC  
235 N. Executive Drive, Suite 240  
Brookfield, Wisconsin 53005  
Telephone: (262) 780-1953  
Email: classaction@walcheskeluzi.com

Please direct any questions you have about the Lawsuit, the Agreement, and/or your rights and options under the Agreement to Class Counsel. You have the right to contact Class Counsel to request a copy of the Agreement. **Do not contact the Court.**

**3. Fairness Hearing**

A hearing will be held before the Honorable James D. Peterson, United States District Court for the Western District of Wisconsin, 120 North Henry Street, Courtroom 260, Madison, Wisconsin 53703, on January 17, 2025, at 2:00 PM. The purpose of the hearing is for the Court to decide whether the proposed Agreement is fair, reasonable, and adequate and should be approved, and to approve the service award to Named Plaintiff and attorneys' fees and costs to Class Counsel. The location, time, and date of this hearing may be changed without further notice.

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